



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

GARBER V. BRESEE & SONS.—Decided at Richmond, January 12, 1899.—*Buchanan, J.* Absent, *Cardwell* and *Riely, JJ*:

1. FALSE REPRESENTATIONS—*Opinions—Facts—Case at bar—Insurance.* A contract procured by the false representation of an agent is not voidable at the option of the party deceived, where it appears that the agent had no authority to bind his principal as to the truth of the representation, and the representation was the mere expression of an opinion, and did not amount to an engagement or undertaking that the fact was as represented. In the case at bar the plaintiff in error was induced to take out further insurance in a company on the representation of an agent of the company that the company would pay him the cash surrender value of a policy which he already held in the company. This representation was the expression of an opinion, and not the statement of a fact.

HASHER'S ADM'R AND OTHERS V. HASHER.—Decided at Richmond, January 12, 1899.—*Keith, P.* Absent, *Cardwell* and *Riely, JJ*:

1. STATUTE OF LIMITATION—*Attorney in fact and principal—Trust.* In the absence of fraudulent concealment on the part of an attorney in fact, whose authority is simply to collect and pay over money, the principal's cause of action against his attorney for failure to make such payment arises at the date of the collection by the attorney, or at least in a reasonable time thereafter. There is no trust relation between the parties, and the mere fact that a part of the money was collected several years after the first collection, is no evidence of a continuing trust, and does not change the original character of the relation of the parties.

COMMERCIAL BANK V. CABELL.—Decided at Richmond, January 12, 1899.—*Harrison, J.* Absent, *Cardwell* and *Riely, JJ*:

1. INJUNCTION AGAINST PROCEEDING AT LAW—*Set-off—Partnership—Insolvency—Inadequate remedy.* Ordinarily a court of equity will not enjoin an action at law at the instance of the defendant to enable him to set-off an alleged balance due him on partnership account, as a settlement may show a balance against him instead of in his favor. But where it is certain that the balance will be in favor of the complainant, though the amount thereof is unascertained, and the debtor partner is insolvent and the complainant would be otherwise without remedy to get the benefit of his offsets, equity will stay the proceeding at law and afford relief. In such case equity is the proper forum to settle the accounts, and the remedy at law is not adequate.

2. ASSIGNMENT BY HUSBAND OF DECEASED WIFE'S CHOSES—*What passes—Set-offs by maker against husband and his assignee.* An assignment by a surviving husband of a note which was the property of his deceased wife is a violation of the rights of her personal representative and amounts to no more than an order on him, when appointed, in favor of the assignee, for whatever interest he may have in its proceeds. The husband, as sole distributee of the wife, is entitled to net proceeds of the note after the payment of debts and costs of administration, but, if, at the time of the assignment, he is indebted to the maker, his assignee can stand on no higher ground than he does, and the maker is entitled to set-off such indebtedness against his liability on the note.